

MILDRED MARIE WELTY	:	No. 24,186	Equity
vs.	:	In the	
CLARENCE A. WELTY	:	Circuit	
* * * * *	:	Court	
CLARENCE A. WELTY	:	for	
Cross-Complainant	:	Frederick	
vs.	:	County,	
MILDRED MARIE WELTY	:	Maryland	
Cross-Defendant	:		

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FINDINGS OF COURT

COURT (J. Clapp)(Oral): Then, gentlemen, as I told you, I shall make findings of fact at this time because it seems to me they have been pretty well resolved.

I do find as a fact that Mr. Welty was originally the owner of this property by deed to him alone. That subsequently whether because of domestic difficulties or to prevent nagging or for any other reason, he determined that he would place the property in the names of himself and his wife -- now, he has phrased it, "in both of our names," and we know that that would mean tenants by the entirety from a legal point of view. Accordingly, sometime prior to the 5th of May, 1972, he went to the Farmers' & Mechanics' Bank, told them what he wished to accomplish and asked them to see that the necessary papers be prepared. On that basis, the Farmers' & Mechanics' Bank requested the firm of Shoemaker & Smith to prepare deeds. These deeds contemplated a conveyance from Mr. Welty to Mr. Charles R. Smith and a simultaneous transfer back from Mr. Smith to Mr. and Mrs. Welty as tenants by the entirety.

The parties met on the 5th of May, 1972, in the evening at the Farmers' & Mechanics' National Bank. The deeds were duly executed by Mr. Welty to Mr. Smith, witnessed and acknowledged before a notary, Gerald R. Smith, and in turn Mr. Charles Smith executed the deed back to Mr. and Mrs. Welty as tenants by the entirety, this deed also being witnessed and acknowledged before Mr. Gerald R. Smith.

These deeds were then placed on the desk of Mr. (Guy) Nusz
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and they came into the/possession by the obvious consent of the parties. The